

W. H. BROWN

IBLA 79-600

Decided January 17, 1980,

Appeal from decision of the New Mexico State Office, Bureau of Land Management, rejecting oil and gas lease offer NM 36942.

Vacated and remanded.

1. Oil and Gas Leases: Applications: Generally -- Oil and Gas Leases:
Applications: Drawings

Where an offeror who suffers from an arthritic condition which restricts his ability to write allows his secretary to sign his name for him on a drawing entry card, and where the secretary exercises no authority to do anything with the card other than as specifically directed by him, the secretary is an amanuensis and not an agent, so that the agency statements prescribed by 43 CFR 3102.6-1(a) are not required.

APPEARANCES: Morris R. Massey, Esq., Casper, Wyoming, for appellant.

OPINION BY ADMINISTRATIVE JUDGE STUEBING

The simultaneous noncompetitive oil and gas lease drawing entry card of W. H. Brown was drawn with first priority in the May 1979 drawing for parcel NM 717 in the New Mexico State Office, Bureau of Land Management (BLM). On May 31, 1979, BLM advised Brown that additional evidence concerning the circumstances surrounding the completion of his card was required before a lease could be issued to him. On June 11, 1979, Brown provided this evidence as required.

In his statement, Brown indicated that he did not personally sign the entry card, but that his secretary did so for him at his direction and with his full authorization. In his cover letter which accompanied this statement, Brown explained that he has difficulty with his neck and shoulder which causes him to avoid handwriting, and that he accordingly used the services of his secretary to do so on his behalf.

On August 14, 1979, BLM issued a decision rejecting his offer because it was signed by his secretary on his behalf and because statements accompanied his offer had not as required by 43 CFR 3102.6-1(a). Brown appealed from this decision.

[1] As we held in Evelyn Chambers, 27 IBLA 317, 83 I.D. 540 (1976), and Rebecca J. Waters, 28 IBLA 281 (1977), agency statements are not required in every case where someone other than the offeror signs the card for the offeror. Where the person who signs the offeror's name lacks authority to do anything other than mechanical tasks involving no discretion, such as signing the offeror's name as his "amanuensis," and does not participate in the formulation of the offer, he is not the offeror's "agent," and 43 CFR 3102.6-1(a)(1) does not apply, so that agency statements need not be filed. Accord, D. E. Pack (On Reconsideration), 38 IBLA 23, 29-32, 85 I.D. 408, 411-3 (1978); see also L. M. Dunn, 40 IBLA 335, 336 (1979); D. E. Pack, 30 IBLA 166, 171-2, 84 I.D. 192, 195 (1977).

Where an offeror consulted a geologist and determined to submit an offer for a parcel, and subsequently directed one of her secretaries to type the proper information on the card and to affix her signature thereon with a rubber stamp, agency statements were not required, as the secretary had no authority to act with discretion and performed only mechanical or manual acts as the offeror's instrumentality or amanuensis. Evelyn Chambers, supra. Where, owing to her inability to write legibly, an offeror's signature was affixed by her son at her direction, in her presence, and within her control, and where the party affixing the signature was clothed with no authority to take any other action regarding the offer and had not participated in its formulation, there was no agency relationship, and agency statements were not required to be filed by 43 CFR 3102.6-1(a). Rebecca J. Waters, supra.

Appellant has shown to our satisfaction that his secretary, although she clearly did sign his offer card on his behalf, did not do so as his "agent" within the meaning of the regulations, but instead merely as his amanuensis, so that the agency statements were not required. Appellant has sworn that he uses his secretary, Mary B. Calvert, to affix his signature to documents whenever he has a substantial amount of signing to do explaining that it is necessary for her to do so because of his arthritic condition. He states further that Calvert exercises no discretion of any kind in connection with any instruments signed by her on his behalf and has no authority to do other than as directed by him, and that all signing is done in his presence. This statement is corroborated in full by Calvert, who emphasizes that she has no authority or discretion to do anything with the card other than as specifically directed by appellant. This is clearly the same situation as was found by the Board in Chambers and Waters, supra.

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed from is vacated and the matter is remanded for further action consistent herewith.

Edward W. Stuebing
Administrative Judge

We concur:

Joseph W. Goss
Administrative Judge

James L. Burski
Administrative Judge

